



DISC IN THE CITY  
954-745-4455

NEW ACCOUNT FORM / C.O.D.

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In order to open an account with Disc In The City, Inc. and to acknowledge terms and conditions of sale, establish tax status of merchandise purchased and to obtain merchandise or services, the undersigned makes the following statements in writing intending that they be relied on.

CUSTOMER INFO (Please type or print legibly)

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Business name:

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Tel:

Fax:

Date:

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Address:

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**PART I** Prices. All applicable sales and other taxes shall be borne and or reimbursed by the Customer. Disc In The City, Inc. reserves the right to increase prices to the Customer in the event of a cost increase to Disc In The City, Inc. of any item or equipment or labor.

**PART II** Indemnification. The Customer shall defend, indemnify and hold harmless Disc In The City, Inc. , its directors, officers, shareholders, employees and agents from any and all claims, damages, actions suits, demands, judgments, liabilities and costs and expenses of any nature whatsoever, (including attorney's fees and court costs, at trial or appellate levels) incurred as a result of the creation, production, editing, distribution or exhibition of any films, tapes or other materials by Disc In The City, Inc. for the Customer. Disc In The City, Inc. or any individual of entity indemnified herein shall have the right to retain counsel of its own choosing, at the Customer's expense, and Customer shall have the right to have its own counsel involved in the defense of any of the foregoing.

**PART III** Limitation of Warranty and Liability. Disc In The City, Inc. shall not be liable for loss or damage of any kind whatsoever due to delay or failure of performance caused directly or indirectly by an act of God, strike, lockouts, fire, failure of transportation, inability to obtain the services of others or the failure of others to deliver services or facilities, the failure of machinery or equipment, any matter beyond Disc In The City, Inc. is control; malfeasance by Disc In The City, Inc. is employees, agents, or contractors and all other causes whatsoever. Further Disc In The City, Inc. shall not be responsible for any direct or indirect damage or loss of any consequential losses of any type or description of the Customer, including the necessity of the Customer to obtain additional personnel, facilities, expense or efforts as a result of any delay, defective production, or other problem, whether or not the fault of Disc In The City, Inc. The provisions hereof constitute the sole and exclusive responsibility of Disc In The City, Inc. is regarding the matter set forth herein. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE GIVEN BY DISC IN THE CITY, INC. , ITS EMPLOYEES, AGENTS OR CONTRACTORS IN CONNECTION WITH THEIR PERFORMANCE BY DISC IN THE CITY, INC. OF ITS DUTIES PURSUANT HERETO, AND THE PROVISIONS HEREOF ARE ACCEPTED IN LIEU OF ALL OTHER LIABILITY, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE EXPRESS WRITTEN PROVISIONS HEREOF.

If a product made by Disc In The City, Inc. is found to be defective or is labeled or shipped in error, Disc In The City, Inc. is sole liability will be to promptly replace or repair such defective products and or to correct such error in labeling or shipping at its expense, provided written notice of such imperfection or error in labeling or shipment is given to Disc In The City, Inc. within 10 days after its arrival at its destination. Customer shall return such products to Disc In The City, Inc. if requested.

**PART IV** Waiver. Any waiver, whether express or implied, of the breach of term, condition or provision hereof shall not be construed to be a continuing waiver or

**PART V** Choice of Law. This assignment shall be governed by, and construed in accordance with laws, of the State of Florida and venue for any action commenced under this agreement shall be in the courts located in Broward County.

The undersigned hereby agrees that all work performed, services rendered and material furnished for our account shall be governed by and subject to the terms and conditions set forth on this page hereof, and the undersigned agrees to.

I certify the above to be true and accurate to the best of my knowledge. The undersigned agrees to pay an additional sum as reasonable attorney's fees and court costs in the event suit is necessary to effect collection of any sum due.

SIGNED BY:

TITLE:

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PRINT NAME:

DATE:

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